

*Consent Decree*

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a municipal corporation, )

Plaintiff, )

vs. )

RONALD G. MORRIS, et al. )

Defendant(s). )

No. 98 M1 400043

Re: 2717 W. EVERGREEN AVE.

Room 1111

**CONSENT DECREE**

The plaintiff, the city of Chicago ("City"), a municipal corporation, by Brian L. Crowe, corporation counsel of the city of Chicago, and his assistant, and the defendants JAKUB KOSIBA and CHRISTINA KOSIBA, acting by counsel, hereby agree and stipulate to the Court's in personam jurisdiction over the parties and to the Court's in rem jurisdiction over the subject property commonly known as 2717 W. EVERGREEN AVENUE, Chicago, Illinois and identified by Permanent Index Number (PIN) 16-01-222-022 (the "subject building"). The property's legal description is:

LOT 7 IN BLOCK 3 IN HUMBOLDT PARK RESIDENCE ASSOCIATION  
SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1,  
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

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**THIS MATTER** coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and the defendants desiring to resolve this case and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Defendants Jakub Kosiba and Christina Kosiba are the record owners of the subject building, having full control over the subject building, and are legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.
2. Defendants understand that the City's complaint charges defendants with violations of the Municipal Code of Chicago (MCC) and Illinois law.
3. Defendants understand that defendants have the right to plead not guilty and the right to a trial on the City's charges, but defendants wish to waive that right and plead guilty. Defendants admit that the subject building is dangerous and unsafe and requires substantial reconstruction to the roof, masonry, porch, stairs, doors, windows, plumbing system, electrical system, heating and ventilation system, basement and garage in order to meet the requirements of the MCC. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the subject building has a 25% level of depreciation, and the garage of the subject building has an 8% level of depreciation. Also, there is no sign on the building identifying the owner and manager of the subject buildings. Further, there is no watchman monitoring the subject building between the hours of 4:00 p.m. and 8:00 a.m. These conditions violate Sections 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-180-010 and following, 13-196-340 through 13-196-730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, and 11-8-010 and following of the MCC.
4. Defendants understands that upon defendants' pleading guilty and signing this consent decree, there will not be a trial of any kind on the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty defendants waive the right to a bench or jury trial and waive the right to be confronted with witnesses.
5. Defendants understand that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on August 11, 1997, and other occasions including August 31, 1998, and found the violations described in paragraph 3 to exist.
6. Defendants desire to settle this case and agree to correct the building code violations described in paragraph 3 of this consent decree.

## COMPLIANCE SCHEDULE

7. Defendants agree that in correcting the violations described in paragraph 3 of this consent decree all employees, agents and other persons working on defendants' behalf will timely

apply for and obtain all the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required, and that defendants and their employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.

8. Defendants agree that:

- A. in correcting the violations described in paragraph 3 of this consent decree, all necessary repair, renovation and construction will be done by licensed contractors and the work shall meet or exceed the requirements of the MCC;
- B. the determination of whether the subject building is in compliance with the MCC shall be made solely by the City's building inspectors;
- C. Defendants will contact the City's inspectors at (312)744-7878 within one week of the completion date set forth in paragraph 9 of this consent decree, to arrange for an inspection to determine the status of compliance with the provisions of the MCC; and
- D. Defendants will allow the City's inspectors to conduct all necessary inspections (both interior and exterior) of the subject building.

9. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, defendants shall start work no later than **September 28, 1998** and shall complete all work by **December 11, 1998**. The reconstruction of the subject building shall occur generally according to the following schedule.

- A. on or before September 4, 1998, defendants will apply for all necessary permits;
- B. on or before October 5, 1998, defendants will complete initial demolition and cleanup;
- C. on or before October 19, 1998, defendants will complete all structural work;
- D. on or before November 2, 1998, defendants will complete installation of all plumbing, heating and electrical systems;
- E. on or before November 9, 1998, defendants will complete all insulation work;
- F. on or before November 19, 1998, defendants will complete all drywall work;
- G. on or before November 26, 1998, defendants will complete all painting work;

- H. on or before December 11, 1998, defendants will complete all trimout work;
- I. on or before December 18, 1998, defendants will complete any and all remaining work, including cleaning work.

**DEFENDANTS' OTHER OBLIGATIONS**

10. Defendants agree to pay, in addition to their own costs, all outstanding litigation costs incurred by the City to date in this action in the amount of \$ 600.00 ~~instanter~~, as evidenced by receipt number 9/11/98 00011.
11. Defendants agree to maintain insurance sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$500,000, combined single limit. Defendants further agree to furnish or cause to be furnished to the City a certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to the City.
12. Defendants agree that the subject building shall be monitored daily and shall be surrounded by a secure fence until the completion date set forth in paragraph 9 of this consent decree.
13. Defendants agree that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendants' own expense. If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendants shall, at their own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:

Jakub/Christina Kosiba  
1316 N. Leavitt  
Chicago, Illinois 60622  
(773) 489-4488; FAX: (773)489-4828

Defendants and those persons agree that they will not deny notice of any dangerous or unsafe conditions when the persons listed above have been contacted.

14. Defendants agree to notify the City if, at any time before the subject building is determined to be in substantial compliance with the MCC, there is any change or modification in the ownership of the subject building, or if defendants cease to have full control over the subject

building for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject building, the introduction of new investors in the building, receipt of a notice of sale of delinquent real estate taxes, or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting defendants' ownership or ability to comply with this consent decree (including but not limited to assignments, bankruptcies, and liens on the property). Notice shall be given by facsimile transmission and U.S. Mail directed to:

**Daniel E. Fernandez**  
**City of Chicago Law Department**  
**30 North LaSalle St., Suite 700**  
**Chicago, IL 60602**  
**Telephone: (312) 744-1052**  
**Facsimile: 312/ 744-1054.**

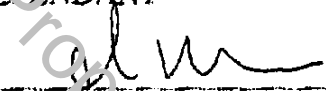
### **REMEDIES AND PENALTIES**

15. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, defendants shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within 10 working days of the act causing the delay. Failure to apply for an extension within the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject defendants to the penalties set forth in paragraph 18 of this consent decree.
16. If defendants fail to correct each of the violations of the MCC set forth in paragraph 3 of this consent decree in accordance with the schedule set forth in paragraph 9, the penalty for violation of this consent decree will be:
  - A. A fine of \$200 per day of violation commencing on the first day after the completion date stated in paragraph 9 of this consent decree, OR a fine of \$10,000, whichever is higher;
  - B. Upon motion of the City, a hearing as to why defendants should not be held in contempt of court and punished accordingly for violation of this consent decree, and
  - C. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including but not limited to removal of the stay of execution of the demolition order against the subject building.

**DISMISSAL**

19. This case is dismissed subject to compliance with the terms of this consent decree. Each party waives its right to an appeal in this matter. This Court retains jurisdiction of this case to enforce the terms of this consent decree. Either party may record this order with the office of the Recorder of Deeds of Cook County.

FOR THE DEFENDANT

  
\_\_\_\_\_  
Signature of defendant's attorney, if any

*Leo T. Kusin*  
\_\_\_\_\_  
Printed name and address of defendant's attorney

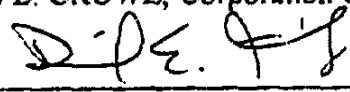
  
\_\_\_\_\_  
Signature of defendant entering consent decree or owner of the subject building

*CHRISTINE KOSISA*  
\_\_\_\_\_  
Printed name and present residential address of defendant or owner

Dated: 9-1-98

FOR THE CITY OF CHICAGO

BRIAN L. CROWE, Corporation Counsel, City of Chicago (#90909)

By:   
\_\_\_\_\_  
Daniel E. Fernandez, Assistant Corporation Counsel  
30 N. LaSalle St., Suite 700  
Chicago, IL 60602  
(312) 744-1052

Dated: 9/1/98

JUDGE SEBASTIAN T. PATTI

SEP 01 1998

ENTERED:

Circuit Court - 1663

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge